

1 11 U.S.C. § 1328
2 11 U.S.C. § 1322(a)(2)
3 11 U.S.C. § 1305
4 11 U.S.C. § 1322(d)
5 11 U.S.C. § 1329(c)
6 11 U.S.C. § 329(a)
7 Fed. R. Bankr. P.
8 2016(b)
9 Attorney Fees
10 Discharge
11 Disclosure of
12 Compensation

8 In re Mitchel Allen Hanson Case No. 393-34633-rld13
9 In re Gregory and Linda Hetland Case No. 393-37290-elp13
10 8/4/98 RLD and ELP Unpublished

11 The debtors in these cases wrote to the court objecting to
12 postdischarge collection efforts undertaken by their Chapter 13
13 attorney with respect to postconfirmation attorney fees. The U.S.
14 Trustee objected to the attorney's fees in the Hanson case. Judge
15 Dunn and Judge Perris consolidated the cases for the purpose of
16 ruling on those objections, and issued a joint opinion sustaining
17 the objections.

18 Mr. Hanson received his discharge pursuant to 11 U.S.C. §
19 1328(a) and was discharged "from all unsecured debts provided for by
20 the plan." The Hetlands received a hardship discharge pursuant to
21 11 U.S.C. § 1328(c) and were also discharged "from all unsecured
22 debts provided for by the plan."

23 Consistent with 11 U.S.C. § 1322(a)(2), the confirmed chapter
24 13 plan in each case provided for payment in full of administrative
25 expenses. Accordingly, the debtors received a discharge from the
26 administrative expenses incurred in their cases. In this district,
expenses of administration in Chapter 13 cases include debtor's
attorney fees throughout the case, including postconfirmation
attorney fees.

27 An attorney may not elect to have postconfirmation attorney
28 fees treated as a postpetition claim pursuant to 11 U.S.C. § 1305
29 rather than as an administrative expense simply by declining to seek
30 approval of the postconfirmation attorney fees. Application for
31 approval of attorney fees in excess of the amount approved by the
32 court in the Chapter 13 plan is mandatory. To the extent that
33 payment of postconfirmation attorney fees would be limited by the
34 60-month plan limitation set forth in 11 U.S.C. §§ 1322(d) and
35 1329(c), other procedures are available to preserve the attorney's
36 right to collect the fees post-discharge.

In the Hanson case, the attorney's failure to disclose the fee agreement which provided for collection of postconfirmation fees directly from the debtor without prior court approval presented the court with an alternative basis for denying the postconfirmation attorney fees.

11 U.S.C. § 329(a) requires full disclosure of the amount and source of compensation to be paid to a debtor's attorney whether or not the attorney applies for compensation. Fed. R. Bankr. P. 2016(b) makes clear that the obligation to make disclosures concerning fees is a continuing one.

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

In Re:)	Bankruptcy Case
)	No. 393-34633-rld13
MITCHEL ALLEN HANSON,)	
)	
Debtor.)	
_____)	
In Re:)	Bankruptcy Case
)	No. 393-37290-elp13
GREGORY DON HETLAND and)	
LINDA MARIE HETLAND,)	MEMORANDUM OPINION
)	
Debtors.)	
_____)	

The issues in these two cases, which have been consolidated for purposes of this opinion only, are (1) whether a Chapter 13 discharge bars a debtor's attorney from collecting postconfirmation attorney fees and costs, and (2) whether the attorney's fee disclosures were adequate. For the reasons set out below, we

1 conclude that the discharge bars collection of postconfirmation fees
2 and that the attorney's fee disclosures were inadequate.

3 ///

4 **FACTS**

5 **Hanson.** Mitchel Hanson ("Hanson") retained Kent Snyder
6 ("Snyder") to represent him in his Chapter 13 case. Hanson signed
7 an attorney fee agreement that estimated attorneys fees at \$1,400
8 and provided for billing and payment for legal work that exceeded
9 the fee estimate, including fees not paid through the Chapter 13
10 plan.

11 When Hanson filed his Chapter 13 petition in 1993, Snyder
12 filed a Disclosure of Compensation on a disclosure form that this
13 court promulgated. The form provides two schedule options. The
14 attorney uses Schedule 1 when the attorney charges a flat fee for
15 services provided over the entire life of the case. The attorney
16 uses Schedule 2 when the attorney estimates the total compensation,
17 which is "to be paid by the trustee as funds are available after
18 payments to secured creditors are current." The form does not
19 provide an option by which the attorney can disclose that he or she
20 has an agreement with the debtor to collect additional fees beyond
21 those that are the subject of a supplemental fee application.
22 Snyder chose Schedule 2, estimating fees of \$1,400 to be paid by the
23 trustee through the plan.¹

24
25 ¹ The disclosure form provides:

26 (continued...)

1 Although the fee agreement with Hanson provided that Hanson
2 might be charged fees in addition to those approved by the court,
3 Snyder did not attach a copy of the fee agreement to the initial
4 disclosure form or provide a copy or description of the fee
5 agreement to the U.S. Trustee.

6 The court confirmed Hanson's Chapter 13 plan. It provided
7 for payment in full of administrative expenses. The order
8 confirming the plan awarded Snyder \$1,400 in fees, as provided in
9 the disclosure. In 1994, Snyder requested and was allowed
10 supplemental compensation of \$277.25, bringing his total court-
11 approved fees and expenses to \$1,677.25.²

12
13 ¹(...continued)

14 "If SCHEDULE 2 is selected, time records must be
15 kept for all work performed both 'pre' and
16 'post' petition. Such records may be requested
17 by the court at any time. If compensation in
18 excess of those disclosed above are applied for,
19 LBF #1307 shall be used and the application must
20 contain an itemization of all services
21 previously performed which have not been
22 previously itemized and filed."

23 "If SCHEDULE 2 is selected, supplemental
24 applications for compensation in excess of the
25 estimated total fee disclosed above will not be
26 considered unless the application is clearly
marked as a final compensation application, or
unless the supplemental compensation requested
is more than \$250 and at least 6 months have
expired since the filing of the case or since
the filing of any earlier application."

27 ² A preliminary hearing was held in the Hanson case on May
28 20, 1998. After that hearing, Snyder filed a supplemental fee
29 application, to which no written objection was filed. However,
30 Hanson had objected at the preliminary hearing to the reasonableness
31 of Snyder's fees and renewed that objection at the final hearing on
32 (continued...)

1 In 1997, Hanson completed his plan and received a discharge.
2 Pursuant to the plan, Snyder was paid the remainder of the \$1,677.25
3 approved fee.

4 Snyder then sent Hanson a letter congratulating him on
5 completing his Chapter 13 plan, and demanding payment of \$238 in
6 additional attorney fees that "were not billed through the court in
7 order to expedite the discharge of your case." Hanson wrote to
8 Snyder, saying that he understood that such fees had to be approved
9 by the Bankruptcy Court before they could be paid. Snyder sent the
10 account to a collection agency, which twice contacted Hanson
11 attempting to collect the additional fees plus interest. Hanson
12 then wrote to the court requesting relief from Snyder's post-
13 discharge collection efforts.

14 The U.S. Trustee filed an objection to Snyder's fees. The
15 court held a final hearing on Hanson's and the U.S. Trustee's
16 objections on July 1, 1998.

17 **Hetland**. Gregory and Linda Hetland ("the Hetlands") also
18 retained Snyder to represent them in their Chapter 13 case. They
19 signed an attorney fee agreement (identical in form to the fee
20 agreement in the Hanson case) that estimated attorney fees at \$1,600
21 and provided for billing and payment for legal work that exceeded
22 the fee estimate, including payment for fees not paid through the
23

24 ²(...continued)
25 July 1. There is no need to reach the merits of the reasonableness
26 objection, because the application was not filed until after the
discharge, which is too late to allow the fees to be paid as
administrative expenses under the plan.

1 Chapter 13 plan. When the Hetlands filed their Chapter 13 petition,
2 Snyder filed a Disclosure of Compensation on the court form. Snyder
3 selected Schedule 2 and estimated total compensation at \$1,600.

4 The Hetlands' confirmed Chapter 13 plan provided for payment
5 in full of administrative expenses. The order confirming the plan
6 awarded Snyder \$1,600 in fees.

7 The Hetlands did not complete their plan, but instead were
8 granted a hardship discharge pursuant to 11 U.S.C. § 1328(b). After
9 their discharge, Snyder sent the Hetlands a congratulatory letter,
10 which contained a demand for payment of \$1,663.89.³ The letter also
11 advised the Hetlands that Snyder was applying a refund check from
12 the trustee, in the amount of \$749.95, to these fees, thereby
13 reducing the outstanding balance to \$913.94.⁴

14 The Hetlands then sent a letter to the court, requesting
15 answers to a number of questions they had about the final account,
16 including the refund that Snyder applied to his fees. The court
17 treated the letter as an objection to fees and held a hearing on

19 ³ It is not clear how Snyder arrived at \$1,663.89. The
20 court approved fees of \$1,600, of which \$500 was paid before
21 bankruptcy. The trustee paid \$290 through the plan, leaving an
22 unpaid balance of \$810. Snyder also charged an additional \$813.75
23 for postconfirmation fees, which have never been the subject of a
supplemental fee application and thus have never been approved by
the court. That leaves an unpaid balance of \$1,623.75. He does not
explain the additional charge of \$40.14.

24 ⁴ The court ordered Snyder to deposit the refund amount with
the court pending resolution of this dispute. Snyder concedes that
he is barred by the Hetlands' hardship discharge from collecting the
\$810 balance of the preconfirmation fees approved in the order
confirming the Hetlands' plan. However, he asserts that he is
entitled to collect the \$813.75 in postconfirmation fees.

1 April 15, 1998.

2 **DISCUSSION**

3 1. Discharge bars collection of postconfirmation fees not paid
4 through the plan.

5 A. Scope of the discharge.

6 A Chapter 13 discharge discharges the debtor "from all
7 unsecured debts provided for by the plan ..." if the debtor
8 completes the plan, 11 U.S.C. § 1328(a),⁵ or "from all unsecured
9 debts provided for by the plan ..." if the debtor receives a
10 hardship discharge. 11 U.S.C. § 1328(c). These discharge
11 provisions contrast with a Chapter 7 discharge, which covers only
12 prepetition debts, 11 U.S.C. § 727(b),⁶ and a Chapter 11 discharge,
13 which covers debts that arose before confirmation. 11 U.S.C.
14 § 1141(d). Thus, in Chapter 13, if a confirmed plan provides for
15 the postconfirmation services of the debtor's counsel, the Chapter
16 13 discharge bars collection of the debt for those services.

17 B. The Chapter 13 plans provided for postconfirmation fees.

18 Consistent with section 1322(a)(2), which requires that the
19 plan "provide for full payment ... of all claims entitled to
20 priority under section 507 of this title," the plans in these cases
21 direct the trustee to pay "[t]he expenses of administration required
22

23 ⁵ Unless otherwise noted, all section references are to the
24 Bankruptcy Code, 11 U.S.C. § 101 et seq.

25 ⁶ Thus, these cases differ from Gordon v. Hines (In re
26 Hines), 1998 WL 395030 (9th Cir. 1998), in which the Ninth Circuit
held that postpetition attorney fees are not discharged in Chapter
7.

1 by 11 U.S.C. § 507(a)(1)."⁷ Section 507(a)(1) provides that
2 "administrative expenses allowed under Section 503(b) of this title"
3 have priority. Section 503(b)(2) provides that administrative
4 expenses include "compensation and reimbursement awarded under
5 section 330(a) of this title" At the time these cases were
6 filed, section 330(a) provided⁸:

7 "After notice to any parties in interest and to
8 the United States trustee and a hearing, and
9 subject to sections 326, 328, and 329 of this
10 title, the court may award ... to the debtor's
11 attorney (1) reasonable compensation for actual,
12 necessary services rendered by such ...
13 attorney, ... based on the nature, the extent,
14 and the value of such services, the time spent
15 on such services, and the cost of comparable
16 services other than in a case under this title;
17 and (2) reimbursement for actual, necessary
18 expenses."

14 In this district, expenses of administration in Chapter 13
15 have long been understood to include debtor's attorney fees
16 throughout the case, including through the discharge. Consistent
17 with sections 330 and 503(b)(2), this district's local rules and
18 forms at all pertinent times have made express provision for
19 supplemental fee applications unless debtor's counsel elects to

20 ⁷ Not all courts allow debtors' counsel to be paid through
21 the Chapter 13 plan for attorney fees incurred postconfirmation.
22 The reasoning in this opinion applies only to cases in which the
23 plan provides for payment of postconfirmation fees.

23 ⁸ In 1994, Congress added subparagraph 330(a)(4)(B), which
24 provides that, "[i]n a ... chapter 13 case in which the debtor is an
25 individual, the court may allow reasonable compensation to the
26 debtor's attorney for representing the interests of the debtor in
connection with the bankruptcy case based on a consideration of the
benefit and necessity of such services to the debtor and the other
factors set forth in this section."

1 accept a flat fee for the entire life of the case. See, e.g., LBR
2 2016-4, General Order 92-2, LBFs 1305 and 1307.⁹ Because
3 postconfirmation attorney fees are administrative expenses, the
4 plans' provision for payment of administrative expenses includes
5 payment of those fees.¹⁰

6 C. Application for compensation is not discretionary.

7 Snyder argues that postconfirmation attorney fees are
8 administrative expenses only if the attorney requests court approval
9 of the compensation. He relies on LBR 2016-1.F.3. and a single
10 phrase from LBF 1305 Schedule 2: "If compensation in excess of
11 those disclosed above are applied for, LBF #1307 shall be used"
12 (Emphasis supplied.) Snyder reasons that section 1322(a)(2)
13 requires a plan to provide for full payment of claims entitled to
14 priority under section 507, and that section 507(a)(1) gives
15 priority to allowed administrative expenses. If he does not apply
16 for compensation, Snyder argues, there will be no allowed

17
18 ⁹ Although the General Orders, LBRs and LBFs have changed in
19 certain limited, procedural respects over time, the basic provisions
20 regarding compensation of debtor's Chapter 13 counsel have remained
the same.

21 ¹⁰ The confirmed plans provided that property of the estate
22 would revert in the debtors upon confirmation. Some expenses must
23 relate to preserving the estate in order to qualify as
24 administrative expenses. E.g., 11 U.S.C. § 503(b)(1)(A) (actual,
25 necessary costs and expenses of preserving the estate). Sections
26 503(b)(2) and 330(a) do not contain such a requirement for fees for
debtors' counsel. See In re Sultan Corp., 81 B.R. 599, 601-02 (9th
Cir. BAP 1987) ("Attorney's fees need not be incurred by the estate
to be administrative expense under Section 503(b)(2)"). Thus, the
fact that the estate property reverted in debtors upon confirmation
has no effect on whether fees incurred after confirmation are
administrative expenses and, accordingly, are discharged.

1 administrative claim for attorney fees, and therefore the fees will
2 not be provided for in the plan.

3 The language in LBF 1305, "[i]f compensation in excess of
4 those disclosed above are applied for" is simply an acknowledgment
5 that there may not be fees in addition to those disclosed in the
6 initial disclosure. The language does not make application for fees
7 discretionary if counsel seeks payment of additional fees. Counsel
8 are required to submit a supplemental fee application any time
9 counsel seeks any fees that exceed the amount approved by the court,
10 whether the fees were incurred preconfirmation or postconfirmation.

11 Treating postconfirmation fees as administrative expenses
12 facilitates counsel's recovery of fees through the Chapter 13 plan
13 and provides counsel with a secure, efficient collection service for
14 their fees that is free of cost to counsel.¹¹ Although section
15 330(a)(4)(B) provides that the court "may" allow reasonable
16 compensation to debtors' counsel in Chapter 13 cases, the Bankruptcy
17 Code was not designed to provide a court-operated collection service
18 available at the discretion of lawyers. If Snyder is correct that
19 counsel's submission of a request for fees is discretionary, it
20 might be appropriate for the court to remove itself from the
21 postconfirmation fee collection process by amending the local rules

22
23 ¹¹ This is not an insignificant service. Over the past four
24 years, the Chapter 13 trustee for most of the Chapter 13 cases in
25 this division of the court has disbursed an average of \$2.1 million
26 each year to debtors' attorneys. That figure does not include funds
disbursed by other Chapter 13 trustees in this district. 1997
United States Trustee Annual Report Chapter 13 Disbursement
Comparison - Region 18.

1 and forms to delete the procedure for collecting such fees through
2 the plan.

3 Snyder's argument that application for supplemental
4 compensation is discretionary is essentially the same as the
5 argument of creditors who contend that their claims are not provided
6 for in a Chapter 13 plan if they do not file a proof of claim.
7 Courts have routinely rejected such a construction, reasoning that
8 "provided for" means that "the plan makes a provision for the claim
9 or deals with the claim or refers to the claim - not that the claim
10 was actually paid" Vol. 3, Keith Lundin, Chapter 13 Bankruptcy
11 § 9.16 at 9-29 n.142 (2d ed. 1994); Lawrence Tractor Co. v. Gregory,
12 705 F.2d 1118 (9th Cir. 1983); In re Whitehead, 61 B.R. 397 (Bankr.
13 D. Or. 1986). Thus, when a creditor fails to file a proof of claim,
14 the claim is nonetheless "provided for" in the plan if it is within
15 a class of claims referred to in the plan.

16 The same reasoning applies to administrative claims. An
17 administrative expense is defined by statute, not by whether the
18 claimant chooses to file a claim, and the confirmed plans in these
19 cases provided the sole mechanism for payment of administrative
20 expenses.¹²

21
22 ¹² Treating both pre- and postconfirmation fees and expenses
23 of Chapter 13 debtors' counsel as administrative expenses also
24 ensures that the disclosure requirements of section 329, discussed
25 below, are met and protects the integrity of the bankruptcy process.
26 Supplemental fee applications provide notice of the amount of the
fees and an opportunity to object, see Fed. R. Bankr. P. 2002, as
well as a mechanism for court scrutiny for reasonableness. See 11
U.S.C. § 329(b).

(continued...)

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2 D. Postconfirmation fees are not covered by section 1305.

3 Snyder asserts that postconfirmation fees are postpetition
4 debts governed by section 1305. In other words, they must be
5 allowed through the claims process and specifically provided for
6 under the plan in order to be discharged by plan performance or by a
7 hardship discharge. We disagree.

8 Section 1305 provides for the filing and allowance of certain
9 postpetition claims. A Chapter 13 plan may, but is not required to,
10 provide for payment of postpetition claims allowed under section
11 1305. 11 U.S.C. § 1322(b)(6). On the other hand, a plan must
12 provide for payment in full of administrative claims. 11 U.S.C.
13 § 1322(a)(2). The postconfirmation fees and costs of debtor's
14 counsel related to the Chapter 13 case are administrative expenses,

15 _____
16 ¹² (...continued)

17 The process of disclosure, application for and approval of
18 supplemental fees has additional practical advantages. When a
19 debtor obtains a discharge, the debtor should be confident that the
20 debts provided for in the plan, including attorney fees, have been
21 satisfied. The disclosure provisions and local rules and forms
22 implementing those provisions assure that debtors are aware of the
23 amount of fees and know that those fees are being paid through the
24 plan. Without such disclosure and court approval, debtors may not
25 be aware that, despite having completed a three- to five-year plan,
26 they may be liable for a new debt to their Chapter 13 attorney.

Snyder said during argument that his office has billed many
clients in circumstances similar to those of these debtors without
receiving complaints in the vast majority of cases. However, the
fact that there are currently debtors in two separate cases who are
surprised and angered to be facing collection action after receiving
their discharge indicates that potentially many debtors expect that
completion of their Chapter 13 plan payments means that they are
finished paying their Chapter 13 obligations. See, e.g., In re
Phillips, 219 B.R. 1001, 1008 (Bankr. W.D. Tenn 1998).

1 a specific category of postpetition debts distinct from the more
2 general types of consumer debts covered by section 1305(a)(2).
3 Under the rule of statutory construction that specific provisions
4 control over general ones, we conclude that section 1305 does not
5 apply to postconfirmation fees of Chapter 13 debtors' counsel. At
6 least one other court has reached the same conclusion:

7 "The legislative history states two examples of
8 the kind of necessary postpetition expenses for
9 which Section 1305(a)(2) was enacted: 'auto
10 repairs in order that the debtor will be able to
11 get to work, or medical bills.' H.R.Rep.
12 No. 595, 95th Cong., 1st Sess. 427-28 (1977)
13 [additional citations omitted].... Simply put,
14 Section 1305 is not the appropriate procedural
15 vehicle for an attorney to seek to collect
16 postpetition fees for providing routine legal
17 services. That is clear from the plain language
18 of the statute and the congressional intent
19 behind its enactment." In re Phillips, 219 B.R.
20 1001, 1007-08 (Bankr. W.D. Tenn. 1998).

21 In re Mason, 51 B.R. 548 (D. Or. 1985), on which Snyder
22 relies, is inapposite. Mason involved a postpetition debt not
23 provided for by the plan. As we have said, debtors' counsel's
24 postconfirmation fees and costs, as administrative expenses, are
25 provided for by the plans in these cases.

26 E. Sections 1322(d) and 1329(c) do not override discharge provisions.

Snyder argues that requiring court approval of supplemental
compensation and payment through the plan puts some debtors at risk
of exceeding the 60-month plan limitation of sections 1322(d) and
1329(c) of the Bankruptcy Code. If a plan is close to or at the 60-
month limit, there may not be time left in the life of the plan to

1 fund the cost of necessary additional attorney's services. See
2 Cornelison v. Wallace, 202 B.R. 991 (D. Kan. 1996).

3 Although not relevant to the facts of these two cases, the
4 argument raises an important issue. In many cases, the debtor's
5 counsel can be paid over the life of an extended plan without
6 running up against the 60-month statutory limit. Where that is not
7 the case, there are at least two solutions to the problem. First,
8 the plan could provide for a balloon payment or larger payments at
9 the end of the plan term to cover additional fees and costs.
10 Second, the debtor could enter into a reaffirmation agreement in
11 accordance with 11 U.S.C. § 524.¹³

12 F. Requiring application for fees does not put attorneys at
13 risk of not being paid.

14 Finally, Snyder argues that requiring court approval of
15 postconfirmation fees through fee applications may result in
16 counsel's inability to receive payment for certain fees. The
17 court's disclosure form provides that "[n]o additional compensation

18 ¹³ Reaffirmation in these circumstances differs from
19 reaffirmation in a Chapter 7 case. As the Ninth Circuit explained
20 in Hines, 1998 WL 395030, there is little incentive for a Chapter 7
21 debtor to undertake voluntarily a legally enforceable obligation to
22 pay postpetition attorney fees, if those fees were discharged under
23 section 727. In contrast, in a Chapter 13 case, if the payment of
24 the additional attorney fees through the plan will result in
25 extending the plan beyond the 60-month limit, reaffirmation of the
26 additional fees may permit the debtor to obtain a discharge rather
than face dismissal for failure to complete the plan payments within
60 months. Although the conflict that arises from the attorney
advising the client regarding whether to reaffirm a debt for
postpetition fees exists in Chapter 13 as well as in Chapter 7, the
debtor may reaffirm with court approval rather than through the
attorney affidavit provided for in section 524(c)(3). See 11 U.S.C.
§ 524(c)(6).

1 requests will be granted ... after a final application is filed if
2 SCHEDULE 2 is selected." Snyder explains that, in some cases,
3 counsel files a final fee application when discharge is imminent.
4 If unanticipated problems arise thereafter that require counsel's
5 involvement, the disclosure form prohibits counsel from filing a
6 request for supplemental compensation.

7 The court may make exceptions to the restriction on
8 additional compensation requests, for cause shown. See LBR
9 1001-1.H. The court would certainly entertain a request to approve
10 additional compensation when unanticipated circumstances have
11 resulted in additional attorney fees being generated after the final
12 application is filed.

13 2. Snyder's fee disclosures were not adequate.

14 Section 329(a) requires that "any attorney representing a
15 debtor in a case under this title ... whether or not such attorney
16 applies for compensation ..." make a full disclosure of the amount
17 and source of compensation. Fed. R. Bankr. P. 2016(b) requires
18 debtor's counsel to file and transmit to the U.S. Trustee a
19 disclosure of compensation arrangements within 15 days after the
20 order for relief and makes clear that the obligation to make such
21 disclosures is a continuing one.

22 In the Hanson case, Snyder did not file his fee agreement
23 along with his initial disclosure of compensation and did not
24 provide a copy or description of his fee agreement to the U.S.
25 Trustee. The fee agreement would have disclosed Snyder's agreement
26 with Hanson that Snyder might seek to recover additional

1 compensation from Hanson directly, without court approval. Because
2 the disclosure was inadequate, as an alternative to the denial
3 because of discharge, the court denies the \$238 in compensation
4 sought in Hanson.¹⁴ See B.R. 2016(b); In re Lewis, 113 F.3d 1040
5 (9th Cir. 1997); In re Park-Helena Corp., 63 F.3d 877 (9th Cir.
6 1995), cert. denied, 116 S.Ct. 712, 133 L.Ed.2d 667 (1996).

7 CONCLUSION

8 The plans in these Chapter 13 cases provide for payment of
9 administrative expenses. Postconfirmation attorney fees of Chapter
10 13 debtors' counsel are administrative expenses. Because
11 administrative expenses are provided for in the plans, any unpaid
12 debt for such expenses was discharged under section 1328(a) and (c).
13 The objections to Snyder's claim for postconfirmation fees in both
14 cases are sustained.

15 This Memorandum Opinion constitutes our findings of fact and
16 conclusions of law, which will not be stated separately. The court
17 will enter orders in each case consistent with this opinion.

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21 ELIZABETH L. PERRIS
22 Bankruptcy Judge
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25 ¹⁴ The disclosure in the Hetland case appears to suffer from
26 the same defects. The court does not reach the issue in that case,
however, because it was not raised or briefed in the pleadings or at
argument.

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RANDALL L. DUNN
Bankruptcy Judge

cc: Kent V. Snyder
Rick A. Yarnall
U. S. Trustee
Mitchel Allen Hanson
Gregory and Linda Hetland